between direct and indirect coercion, the words "continuing relationship with the union" refer to the situation described immediately prior in the same paragraph – the situation where the union either has, or is seeking, a collective bargaining relationship. *Id.*

In arguing that § 8(b)(1)(B) is invoked only when a collective bargaining agreement exists, the Petition argues that the term "grievance," as used in the statute, can refer only to contractual grievances arising under an existing collective bargaining agreement. (Petition, p. 9.) Therefore, the Petition argues, the duties of adjusting grievances under § 8(b)(1)(B) can exist only in the context of a collective bargaining relationship. (Id.)

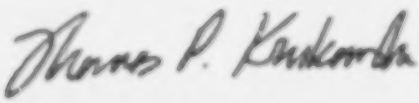
The Act does not define the term "grievance." In *Royal Electric,* the Court expressly declined to overrule the Board's definition of "grievance," which includes employee concerns and complaints, regardless of whether they arise under a collective bargaining agreement. 481 U.S. at 589, fn. 12 ("[W]e need not decide whether the Board's broad definition of grievance – and hence of 'grievance adjustment' – is consistent with the narrow purpose of § 8(b)(1)(B)."). The narrow interpretation advanced by the Petitioner disregards the fact that the Board, with the approval of the court of appeals, has long defined the term "grievance" as including complaints and concerns of employees that are not represented by a labor organization and are not working under a collective bargaining agreement. *See, e.g., Shulman's, Inc. of Norfolk v. NLRB*, 519 F.2d 498, 499 (4th Cir. 1975); *Traction Wholesale Center Co., Inc. v. NLRB*, 216 F.3d 92, 102-103 (D.C. Cir. 2000).

Contrary to the arguments set forth in the Petition, the Court's opinion in *Royal Electric* considered and accepted the Board's rule that § 8(b)(1)(B) duties – and violations of §

8(b)(1)(B) – can occur outside of the context of an existing collective bargaining relationship. The instant Petition simply raises that same issue once again.

CONCLUSION

The Respondents Podewils and Gerald Nell request that the Petition be denied.



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